

SETTLEMENT, ASSIGNMENT AGREEMENT AND RELEASE

This Settlement, Assignment Agreement and Release (“Agreement”) is made and entered into as of August 14th, 2018, by and among the Green Corridor Property Assessment Clean Energy (PACE) District (the “District”); the District’s Third Party Administrator, Ygrene Energy Fund Florida, LLC (“Ygrene”); and Julnor Jean (“Jean”) of 375 NW 111th Street, Miami Shores, FL 33168 (the “Property”). The District, Ygrene, and Jean are collectively referred to as “the Parties” and may be referred to individually as a “Party.”

WHEREAS, Jean has made certain allegations in the case styled *Julnor Jean v. Group Solar USA, LLC* filed in the 11th Circuit Court in and for Miami-Dade County, Florida under case number 2018-13266-CA-01 (the “Lawsuit”) related to a Property Assessed Clean Energy (“PACE”) financing agreement entered into between Jean and the District, which Summary Memorandum of Financing Agreement is recorded in the Official Records of Miami-Dade County, Florida at Book 30006 Page 4189 (“Financing Agreement”), for a solar energy system (the “Qualifying Improvement”) which was installed at Jean’s Property (the “Transaction”);

WHEREAS, the Financing Agreement provides that the District will collect a non-ad valorem special assessment to repay the costs for funding the Qualifying Improvement (the “PACE Lien”);

WHEREAS, the District and Ygrene dispute Jean’s allegations and maintain that all applicable laws were complied with at all times;

WHEREAS, without admitting any fault, liability, or wrongdoing whatsoever, the District and Ygrene are willing to provide relief to Jean in exchange for a complete release in connection with the Transaction.

NOW, THEREFORE, in consideration of the mutual undertakings contained in this Agreement and other good, valuable and sufficient consideration, the receipt of which is specifically acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Agreement Consideration.

(a) Ygrene will prepay the Transaction balance on behalf of Jean (Project FL-15-RZYYXP) and arrange for cancellation of the PACE Lien imposed on the Property in connection with the Transaction. The District will release the PACE Lien imposed on the Property in connection with the Transaction. The District and Ygrene disclaim any right, title or ownership interest in the Qualifying Improvement and Jean acknowledges that neither the District nor Ygrene has a warranty or other obligation related to the Qualifying Improvement.

(b) Jean hereby reaffirms and acknowledges his continuing obligation under the following separate, unrelated transactions that imposed non-ad valorem special assessment liens on his Property: (i) Project FL-15-DW4MCA and related Summary Memorandum Agreement dated June 10, 2015 evidence of which was recorded as Document No. 20150369683 at Book 29650 Page 552 in the Miami-Dade County Recorder's Office ("Project FL-15-DW4MCA"); and (ii) Project FL-15-EQAZRV and related Summary Memorandum of Agreement dated July 10, 2015 evidence of which was recorded as Document No. 20150442847 at Book 29691 Page 3387 in the Miami-Dade County Recorder's Office ("Project FL-15-EQAZRV").

(c) Jean agrees to inform any administrative or governmental agency whom he may have filed grievances or complaints against the District and/or Ygrene that the District and Ygrene have resolved his complaints and grievances to his satisfaction and that he no longer will pursue claims or seek restitution from the District or Ygrene associated with the Transaction beyond what is set forth in this Agreement.

2. Release of Jean.

(a) Subject to full performance of Jean's obligations under Paragraph 1, the District and Ygrene hereby release, discharge and agree to hold Jean and his heirs, executors, trustees, representatives and attorneys, jointly and severally, free and harmless from and against any and all rights, claims, debts, demands, acts, agreements, liabilities, obligations, damages, costs, fees, attorney fees, costs of suit, expenses, actions and/or causes of action of every nature, character and description, whether known or unknown, suspected or unsuspected, that currently exist or have arisen at any time prior to the date of this Agreement as they may relate to the Transaction (collectively, the "Released District/Ygrene Claims").

(b) Notwithstanding the foregoing or any provision in this Agreement to the contrary, nothing contained herein shall be deemed or construed as a release or waiver of any obligations under this Agreement, under Project FL-15-DW4MCA, or under Project FL-15-EQAZRV.

(c) The District and Ygrene expressly understand and agree that the District and Ygrene are fully and finally releasing and forever resolving the Released District/Ygrene Claims, including those which may be unknown, unanticipated and/or unsuspected. The District and Ygrene are aware that the District and Ygrene may hereafter discover facts in addition to or different from those now known or believed to exist, but it is nevertheless the District and Ygrene's intention to fully, finally and forever settle and release all of the Released District/Ygrene Claims, known or unknown, suspected or unsuspected.

3. Release of the District and Ygrene.

(a) Subject to full performance of the District and Ygrene's obligations under Paragraph 1, Jean hereby releases, discharges and agrees to hold the District and Ygrene, and each

of their past, present and future predecessors, successors, parents, subsidiaries and affiliates and each of their partners, employees, agents, attorneys, advisers, administrators, officers, directors, shareholders, members, managers, partners, joint venturers, lenders, insurers, representatives and assigns of such entities, jointly and severally, free and harmless from and against any and all rights, claims, debts, demands, acts, agreements, liabilities, obligations, damages, costs, fees, attorney fees, costs of suit, expenses, actions and/or causes of action of every nature, character and description, whether known or unknown, suspected or unsuspected, that currently exist or have arisen at any time related to the Transaction or the Property (collectively, the "Released Jean Claims").

(b) Notwithstanding the foregoing or any provision in this Agreement to the contrary, nothing contained herein shall be deemed or construed as a release or waiver of any obligations under this Agreement or waiver of any obligations under this Agreement or under Project FL-15-DW4MCA and related Summary Memorandum of Agreement dated June 10, 2015 evidence of which was recorded as Document No. 20150369683 Book 29650 Page 552 in the Miami-Dade County Recorder's Office, or under Project FL-15-EQAZRV and related Summary Memorandum of Agreement July 10, 2015 evidence of which was recorded as Document No. 20150442847 Book 296991 Page 3387 in the Miami-Dade County Recorder's Office.

4. Further Agreements, Representations and Warranties. The Parties hereto further agree as follows:

(a) Each Party has had the opportunity to receive independent legal advice from attorneys of each Party's choice with respect to the advisability of entering into this Agreement and, in Jean's case, with respect to the advisability of giving the releases provided in this Agreement.

(b) This Agreement has been carefully reviewed by each of the Parties, and its contents are known and understood by each of the Parties. This Agreement is signed freely by each Party.

(c) In connection with the execution of this Agreement and the making of the settlement provided for in it, neither Party has relied upon any statement, representation, or promise of the other party not expressly contained in it.

(d) This Agreement contains the entire agreement of the Parties. There are no agreements or understandings between the Parties relating to the matters and releases referred to in this Agreement other than as set forth in this Agreement.

(e) Jean warrants and promises that Jean has not assigned, sold, conveyed or otherwise transferred, voluntarily, involuntarily or by operation of law, any right, title, or interest in any Released Claims or any cause of action arising from them.

(f) The Parties and their counsel have made such investigation of the facts pertaining to the releases contained herein as they deem necessary.

(g) The Parties hereby expressly assume the risk of any mistake of fact with regard to any aspect of this Agreement.

(h) The Parties represent that they have the authority and capacity to execute this Agreement.

5. Modifications. This Agreement may not be terminated, amended, altered, canceled, revoked, or otherwise modified in any way unless agreed in a writing signed by both Parties.

6. Agreement Binding on Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their heirs, successors, and assigns.

7. Attorney Fees. The Parties agree that each of them shall bear their respective costs, expenses and attorney fees in connection with the Transaction and this Agreement.

8. Severability. In the event any provision of this Agreement other than Paragraph 2 shall be held to be void, voidable, or unenforceable, the remaining provisions shall remain in full force and effect.

9. Governing Law and Venue. This Agreement shall be construed in accordance with and be governed by the laws of the State of Florida without reference to conflict of law principles. In the event of litigation between the parties concerning this Agreement, the parties agree that venue shall be in an appropriate court located in Miami-Dade County, Florida.

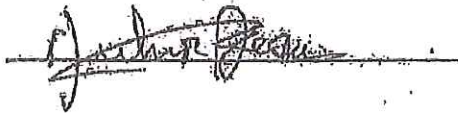
10. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which when executed shall constitute one and the same instrument. A copy of this Agreement delivered by fax or email shall be treated the same as an original copy of this Agreement.

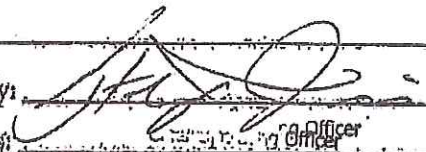
[THIS SPACE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date
set forth above.

Julior Jean


Xgrone Energy Fund Florida, LLC



By: 
Its: _____ Officer

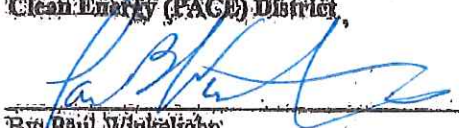
Approved as to form and legal sufficiency:

Approved as to form and legal sufficiency:



Peter Bennett, Esq.
Bennett & Bennett
Counsel for Julior Jean


Counsel for
Xgrone Energy Fund Florida, LLC

Green Corridor Property Assessment
Clean Energy (PACE) District


By: Paul Winkeljohn
Its: Executive Director

Approved as to form and legal sufficiency:


Weiss, Serota, Helfman,
Cole & Bluman, P.C.
Counsel for the Green Corridor Property
Assessment Clean Energy (PACE) District